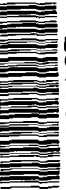


ATTCH L -- MOA BETWEEN EPA
& PANHANDLE HLTH DISTRICT

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Memorandum of Agreement
between
United States Environmental Protection Agency
and the
Panhandle Health District
for the Implementation of the
Institutional Controls Program at the
Bunker Hill Superfund Site

Goal

The U.S. Environmental Protection Agency (EPA) and the Panhandle Health District (PHD) enter into this Memorandum of Agreement (MOA) to provide for the implementation of Institutional Controls Program for the remedial actions at the Bunker Hill Superfund Site.

Purpose:

This MOA delineates the general areas of responsibility of EPA and PHD in connection with the implementation of the Institutional Controls Program (ICP) at the Bunker Hill Superfund site. The purpose of the ICP is to provide a regulatory mechanism through which barriers are installed, maintained and protected. The ICP also includes a Health Intervention Program component and various educational efforts to protect the health of the population living at the Site from contamination remaining following completion of the Remedial Actions.

Agreements:

This MOA recognizes that PHD will play a major role in the implementation of the Institutional Controls Program at the Site.

1. Adoption of the Environmental Health Code: An integral component of the ICP is the Environmental Health Code. Panhandle Health District agrees to seek to adopt and implement an Environmental Health Code which will provide the basic regulatory framework for implementation of the ICP. The Environmental Health Code must be adopted by PHD prior to the initiation of remedial actions at the Site.

2. Adoption of ICP Enabling Language by County and Municipalities: Panhandle agrees to work with the Shoshone County and the various local governments to incorporate enabling language into their planning and zoning ordinances that will complement the Environmental Health Code and aid in the

implementation of the ICP. PHD will also be prepared to seek to implement the ICP through its own authorities.

3. Trust Fund: A trust account will be established by the State to receive and manage one million dollars (" \$1,000,000) and may be established to handle the permanent funding established by Attachment D of the Consent Decree to be paid by the Settling Defendants under the Consent Decree. This money will be distributed for use in implementing the Institutional Controls Program.

4. Annual Funding of the ICP: Panhandle agrees to establish and maintain an appropriate mechanism to receive funds from the Settling Defendants. Panhandle shall utilize such funds for implementation of Institutional Control Program as provided in Attachment D of the Consent Decree.

5. Reservations: Nothing in this MOA shall be deemed to limit any authority of the United States, or PHD, to take, direct, or order all appropriate action or to seek an order from the Court to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of hazardous materials on, at, or from the Site.

6. Termination: EPA or PHD may modify this MOA upon consent of both parties. This MOA may be terminated upon the agreement of both EPA and Panhandle. This agreement may be terminated by Panhandle, at any time, should adequate funding not be available for Panhandle's management of the institutional controls program. Either party may otherwise terminate this agreement by providing at least one year notice in writing to the other party.

7. Effective Date: The MOA shall become effective upon signing by EPA Region 10 and the Panhandle Health District.

5/3/94
Date



U.S. Environmental Protection Agency
Region 10

Date

Panhandle Health District

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Date

U.S. Environmental Protection Agency
Region 10

5/4/94

Date

Larry M. Belmont
Panhandle Health District